

**RESOLUTION NO. 2014-121**

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF HIALEAH, AS LANDLORD, AND COMMUNITY COALITION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, AS TENANT, FOR THE LEASE OF ROOMS 201, 202, 203, 204 AND 205 IN THE HIALEAH NEIGHBORHOOD SERVICE CENTER CONSISTING OF 1,041 SQUARE FEET, MORE OR LESS, LOCATED AT 300 EAST 1<sup>ST</sup> AVENUE, HIALEAH, FLORIDA, FOR A TERM OF ONE YEAR, COMMENCING ON MAY 1, 2014 AND ENDING ON APRIL 30, 2015, FOR AN ANNUAL AMOUNT NOT TO EXCEED \$13,287.48, PAYABLE IN EQUAL MONTHLY INSTALLMENTS OF \$1,107.29, AND AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO EXECUTE THE LEASE AGREEMENT ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1".

**WHEREAS**, the City desires to enter into a Lease Agreement with Community Coalition, Inc., a Florida not-for-profit corporation;

**WHEREAS**, the premises shall be occupied and used by Community Coalition, Inc. for office use only, in conjunction with Community Coalition, Inc.'s operation of an employment agency; and

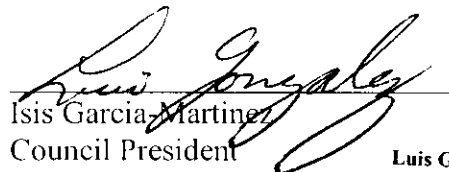
**WHEREAS**, it is in the best interest of the health, safety and welfare of the City of Hialeah and its residents to enter into a Lease Agreement with Community Coalition, Inc. as its work as an employment agency will bestow economic benefits to the City and its residents through increased business revenue and increased employment rates.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

**Section 1:** The City of Hialeah, Florida hereby approves a Lease Agreement with Community Coalition, Inc., a Florida non-for-profit corporation as Tenant, for the use of rooms

201, 202, 203, 204 and 205 in the Hialeah Neighborhood Service Center consisting of 1,041 square feet located at 300 East 1<sup>st</sup> Avenue, Hialeah, Florida, for a term of one year. commencing on May 1, 2014 and ending on April 30, 2015, for an annual amount not to exceed \$13,287.48, payable in equal monthly installments of \$1,107.29, and authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City, to execute the Lease Agreement attached hereto and made a part hereof as Exhibit "1".

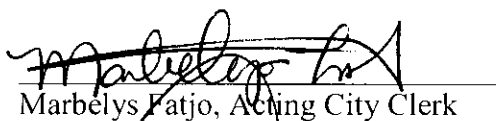
PASSED AND ADOPTED this 14 day of October, 2014.

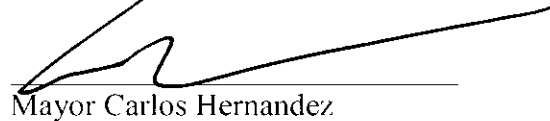
  
Isis Garcia-Martinez  
Council President

Luis Gonzalez - Council Vice President  
for Isis Garcia-Martinez- Council President

Attest:

Approved on this 21 day of October, 2014.

  
Marbelys Fatjo, Acting City Clerk

  
Mayor Carlos Hernandez

  
Approved as to form and legal sufficiency:

Lorena E. Bravo, Acting City Attorney

Resolution was adopted by a 6-0-1 vote with Council Members Caragol, Casáls-Muñoz, Cue-Fuente, Gonzalez, Hernandez, & Lozano voting "Yes", & Councilmember Garcia-Martinez, absent.

## **LEASE AGREEMENT**

THIS LEASE AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF HIALEAH, a municipal corporation incorporated under the laws of the State of Florida ("LANDLORD"), whose address is 501 Palm Avenue, Hialeah, Florida 33010 and COMMUNITY COALITION, INC., a Florida non-profit corporation ("Tenant"), by and through its duly authorized representative, whose mailing address is 2100 Coral Way, Suite 402; Miami, Florida 33145.

### **RECITALS**

WHEREAS, the Landlord, for and in consideration of the representations, covenants, agreements and conditions set forth in this Lease Agreement, on the part of the Tenant made and to be kept and performed, does hereby demise and lease unto Tenant, and said Tenant does hereby hire and take from Landlord, for the consideration and upon the terms, conditions and covenants set forth in this Lease Agreement, the following:

Rooms 201, 202, 203, 204 and 205 in the Hialeah Neighborhood Service Center located at 300 East First Avenue, Hialeah, Miami-Dade County, Florida; comprising an area of 1,041 square feet, more or less ("Premises")

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, intending to be legally bound, the parties hereto agree as follows:



**ARTICLE I**  
**TERM**

This Lease Agreement shall be for a term of one (1) year, commencing on **May 1, 2014**, and terminating on **April 30, 2015**, both dates inclusive, unless sooner terminated as provided for herein.

**ARTICLE II**  
**RENT**

Tenant agrees to pay the Landlord as rent for the Premises for the term hereof, the annual sum of **Thirteen Thousand Two Hundred Eighty Seven and 48/100 dollars, (\$13,287.48)** payable in monthly installments of **One Thousand One Hundred Seven and 29/100 dollars (\$1,107.29)** payable in arrears, on the first day of each month following the date of occupancy, and thereafter the rent for the preceding month shall be due and payable on the first day of the following month. For illustration of the date in which the rent is due as set forth in this Article, based on the term provided for by this Lease Agreement, payment for the first month's rent (May 2014) shall be due and payable on June 1, 2014 and payment for the last month's rent (April 2015) shall be due and payable on May 1, 2015. Time is of the essence. Rent shall be paid to the Landlord by delivering a check or money order to:

City of Hialeah  
501 Palm Avenue  
Hialeah, FL 33010  
Attn: Angel Ayala, Acting Purchasing Department

**ARTICLE II**  
**USE OF DEMISED PREMISES**

The Premises shall be possessed, occupied and used by the TENANT for office use only in conjunction with Tenant's operation of an employment agency such as, but not limited to,

skills training, resume writing, interview skills and employment screening for job seekers and for no other purpose.

### **ARTICLE III** **CONDITION OF PREMISES**

The Landlord, at its own expense, shall cause the Premises to be in a state of good repair and suitable for use and occupancy by the Tenant at the commencement of this Lease.

Subject to the above, the Tenant hereby accepts the Premises in the condition it is in at the beginning of this Lease. The taking of possession of the Premises by Tenant shall be conclusive evidence that Tenant has examined the Premises and found them to be in good and satisfactory condition acceptable to the Tenant in all respects. The Tenant shall not be responsible to the Tenant for conditions created or caused by the negligent or wrongful conduct of the Tenant or any other person on the Premises with the Tenant's consent.

### **ARTICLE IV** **UTILITIES**

The Landlord, during the term hereof, shall pay all charges for garbage, water, sewer and electricity used by the Tenant. Tenant will pay all telephone equipment installation, service, repair, and all other costs related thereto to the operation of telephone services, plus all call charges, including long distance calls. Tenant shall pay timely for all other utilities or services contracted on Tenant's account and received at the Premises.

Interruption or curtailment of any service maintained at the Premises, if caused by strikes, mechanical difficulties, or any other cause beyond Landlord's control, shall not entitle Tenant to

any claim against Landlord, or to any abatement in rent, nor shall the same constitute constructive or partial eviction.

#### **ARTICLE V** **MAINTENANCE**

The Landlord agrees to maintain and keep in good repair, condition and appearance, during the term of this Lease Agreement, or of any extension or renewal thereof, the interior and exterior of the building to extent that such is necessary as a result of normal wear and tear.

Notwithstanding the Landlord's obligation to repair and maintain the interior of the Premises, the Tenant shall exercise reasonable care in the operation and conduct of its business within the Premises and in its use, occupancy and control over the Premises such as to prevent any damage to the Premises resulting from the negligent acts or omissions of the Tenant or any other person on the Premises with Tenant's consent. Reasonable care in the use, occupancy and control of the Premises shall include, but not be limited to, the obligation to inspect the Premises, notify Landlord timely of any reasonably foreseeable defective conditions on the Premises, and prevent the occurrence of any reasonably foreseeable defective condition on the Premises.

#### **ARTICLE VI** **ALTERATIONS BY TENANT**

The Tenant shall not make any structural changes, alterations, additions, or improvements, install any fixtures or erect any signs, of any kind whatsoever, in or to the Premises without the written consent of the Landlord. The In its sole discretion, Landlord may remove or change any addition or alteration made by Tenant, at Tenant's sole cost and expense, which charge shall be paid by Tenant upon demand, if such addition or alteration, fixture or sign,

is made, erected or installed without the Landlord's prior written consent. If any mechanic's lien is filed against the Premises for work claimed to have been performed or for materials claimed to have been furnished on the account of Tenant, the mechanic's lien shall be discharged by Tenant within ten (10) days from demand made by Landlord at Tenant's expense. Any improvements agreed to by the Landlord, if when removed would cause damage to the Premises shall not be removed without the prior written consent of the Landlord.

#### **ARTICLE VII** **DESTRUCTION OF PREMISES**

In the event the Premises should be destroyed or so damaged by fire, windstorm or other casualty to the extent that the Premises are rendered untenable or unfit for the use or occupancy of the TENANT for the purpose set out herein, either party may cancel this Lease by the giving written notice to the other; however, if neither party shall exercise the foregoing right of cancellation within thirty (30) days after the date of such destruction or damage, the Landlord shall cause the building and demised premises to be repaired and placed in good condition as soon as practical thereafter. In the event of cancellation, the Tenant shall be liable for rents only until the date of such fire, windstorm or other casualty. In the event of partial destruction, which does not render the Premises wholly untenable, the rents shall be proportionately abated in accordance with the extent to which the Tenant is deprived of use of occupancy. The Tenant shall not be liable for rent during such period of time as the Premises shall be totally untenable by reason of fire, windstorm or other casualty.

**ARTICLE VIII**  
**HANDICAPPED STANDARDS AND ALTERATIONS**

The Landlord agrees that the Premises now conform to, or that, prior to Tenant's occupancy, the said premises shall at Landlord's expense, be brought into conformance with, the requirements of Section 255.21, and 255.211, Florida Statutes, and Chapter 13D-1, Florida Administrative Code, providing Standards for Special Facilities for the Physically Disabled, and any applicable implementing order, including but not limited to Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.2 §794 and the American with Disabilities Act, as applicable.

**ARTICLE XIX**  
**NO LIABILITY FOR PERSONAL PROPERTY**

All personal property placed or kept in the Premises shall be so placed or kept at the risk of Tenant or the owner thereof. The Landlord shall not be liable to Tenant or any other person for any damage to said personal property unless such damage is caused by or as a result of the negligence of Landlord, its agents or employees.

**ARTICLE X**  
**ASSIGNMENT OR SUBLETTING**

Tenant shall not sublet, assign, transfer, mortgage, pledge or dispose of any of Tenant's rights or obligations pursuant to this Lease during the term thereof without the prior written approval of the Landlord.

**ARTICLE XI**  
**LANDLORD'S RIGHT OF ENTRY**

Landlord, or any of its agents, shall have the right to enter the Premises during all reasonable working hours, and during all times during which Tenant is open for business to the general public, to inspect the Premises or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or to remove placards, signs, fixtures, alterations or additions in violation of this Agreement.. Landlord may enter the Premises to show or exhibit the Premises at any time within thirty (30) days prior to the expiration of this Lease Agreement. Said right of entry shall likewise exist for the purpose of

**ARTICLE XII**  
**PEACEFUL POSSESSION**

Subject to the terms, conditions and covenants of this Lease Agreement, Landlord agrees that Tenant shall and may peaceably have, hold and enjoy the Premises above described, without hindrance of molestation by Landlord.

**ARTICLE XIII**  
**SURRENDER OF PREMISES**

Tenant agrees to vacate and peaceably surrender the Premises to Landlord at the end of the term of this Lease Agreement or any extension thereof, in as good a condition as the Premises were at the beginning of the term of this Lease, ordinary wear and tear excepted. Tenant shall remove all of Tenant's personal property from the Premises. All property, installations, fixtures or additions required to be removed by Tenant at the end of the term that remain in the Premises after Tenant has vacated shall be considered abandoned by Tenant and, at

the option of Landlord, may either be retained as Landlord's property or be removed by Landlord at Tenant's expense.

**ARTICLE XIV**  
**INDEMNIFICATION AND HOLD HARMLESS**

Tenant hereby assumes any and all risks of personal injury and property damage caused by, resulting or arising from the negligent acts or omissions of the Tenant, Tenant's officers, directors, employees, servants, agents, representatives, attorneys or contractors, while acting within the scope of their employment by Tenant.

Furthermore, Tenant, for itself and for its officers, directors, employees, servants, agents, representatives, attorneys, contractors, successors, assigns, and any other person, organization, association, partnership, corporation or entity who might attempt to sue on Tenant's behalf, hereby waives, releases, holds harmless, indemnifies, covenants not to sue, agrees to defend, and forever discharges the City of Hialeah, its officers, elected or appointed, directors, employees, agents, attorneys, contractors and all other persons, entities, organizations, associations, partnerships and corporations affiliated therewith (all of whom constitute the "Released Parties"), from any and all kinds of claims, suits, causes of action, damages, losses, liabilities, costs or expenses, including court costs and attorney's fees at all level of proceedings (including appellate level), and any judgments, orders or decrees entered thereon or resulting therefrom, for any personal injury, loss of life, damage to property, or any other liability, loss, cost or expense of any kind (collectively "Claims"), arising out of, resulting from, or relating to Tenant's exercise or discharge of any right or obligation under this Lease Agreement, and Tenant's use, occupancy, possession or control of the Premises, whether or not such claim, suit, cause of action, injury, damage, loss, liability, cost, expense, judgment, order, or decree was caused by,

arose or resulted from the NEGLIGENCE ACTS OR OMISSIONS of the Released Parties or was caused by, arose or resulted from any condition, (regardless of whether such condition was known or unknown, open, obvious, foreseeable or unforeseeable, hidden or not) on the Premises, facilities, fixtures or equipment used or kept in the Premises.

Tenant hereby agrees to indemnify, defend and hold harmless the Released Parties from any and all kinds of claims, suits, causes of action, damages, losses, liabilities, costs or expenses, including court costs and attorney's fees at all level of proceedings (including appellate level), and any judgments, orders or decrees entered thereon or resulting therefrom, for any personal injury, loss of life, damage to property, or any other liability, loss, cost or expense of any kind, claimed by or suffered by others, relating to, arising out of, or resulting from Tenant's negligent acts or omissions in the use, occupancy, possession or control of the Premises.

#### **ARTICLE XV** **SUCCESSOR'S INTEREST**

It is hereby covenanted and agreed between the parties hereto that, subject to Landlord's prior written consent as provided for in Article X, all covenants, conditions, agreements and undertakings contained in this Lease shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

#### **ARTICLE XV** **OPTION TO RENEW**

Provided Tenant is not otherwise in default of any of the terms of the Lease Agreement prior to the exercise of the renewal option provided for herein and does not thereafter default on any of

the terms of the Lease Agreement prior to the expiration of the Lease Agreement in effect at the time the renewal option is exercised, Tenants are hereby granted the option to extend this Lease Agreement for two successive one-year renewal periods, subject to a 10% increase in the annual rent for each year of the two successive renewal option periods, all other terms remaining the same, by giving the Landlord notice in writing of its intent to exercise the option to renew, at least sixty (30) days prior to the expiration of this Lease Agreement or any extension thereof. Should Tenant exercise the option to renew the Lease Agreement, the yearly rent due would be as follows:

<u>Term</u>	<u>Yearly Rate</u>
May 1, 2015 - April 30, 2016	\$14,616.23
May 1, 2016 - April 20, 2017	\$16,087.85

#### **ARTICLE XVII** **TERMINATION**

Neither party shall have the right to terminate this Lease Agreement without cause.

#### **ARTICLE XVIII** **TENANT'S DEFAULT**

Tenant shall be in default of this Lease Agreement if any of the following events occur:

- (i) Tenant fails to pay rent to Landlord within 15 days from the date it is due; or
- (ii) Tenant fails to keep or perform any one or more of the covenants and conditions set forth in this Lease Agreement and such failure of performance continues for 15 days after written notice to Tenant; or

- (iii) Tenant files a voluntary petition in bankruptcy or reorganization, or makes any assignment for the benefit of creditors, or seeks any similar relief under any present or future statute, law or regulation relating to relief of debtors; or
- (iv) Tenant is adjudicated bankrupt or has any involuntary bankruptcy petition filed against it.

If Tenant is in default, Landlord will have any and all rights and remedies which the laws of Florida confer upon a Landlord against a Tenant in breach or default of a lease agreement, including without limitation, the right to terminate this Lease and bring a lawsuit for rent.

#### **ARTICLE XIX** **NOTICES**

The parties agree that all written notices or correspondence addressed to Landlord shall be mailed to the Mayor, City of Hialeah at 501 Palm Avenue, P.O. Box 40 – Hialeah, Florida 33011, and same shall constitute sufficient notice as to the Landlord. All written notices or correspondence addressed to Tenant shall be mailed to the attention of Tenant at City of Hialeah Neighborhood Service Center; 300 East First Avenue, Suite 201, Hialeah, FL33010, and same shall constitute sufficient notice as to the Tenant.

#### **ARTICLE XX** **ADDITIONAL PROVISIONS**

It is further understood and agreed by the respective parties hereto that this Lease is subject to the intent, purposes and conditions for which the Blanche Morton/City of Hialeah Neighborhood Service Center was constructed and approved by the United States Department of Housing and Urban Development.

To implement said intent, purposes and conditions, the Tenant will, to the maximum feasible, extent: (1) employ and train qualified residents of the Hialeah area and adjacent areas; (2) purchases supplies and services from business sources, including small and minority businesses, in the Hialeah area; (3) direct its services primarily to the residents of the Hialeah area; (4) work with the Hialeah citizen participation network to maximize the coordinated delivery of services to residents of the "Neighborhood Strategy Areas"; (5) work with Center Staff and other tenants in developing and establishing flexible office hours to meet the needs of residents, and the general policies, rules and procedures for operation of the Center; and (6) work with the City of Hialeah staff and other tenants in the development and establishment through the Center of an integrated social service delivery system for Hialeah.

#### **ARTICLE XXI** **INSURANCE**

The Tenant shall maintain, during the term of this Agreement, all policies of insurance and on terms as required on the City of Hialeah's Insurance Checklist attached as "Exhibit 1".

The Tenant shall provide a Certificate of Insurance prior to commencing any operations under this Agreement. The City of Hialeah shall be named as an additional insured party. The Certificates shall clearly indicate that the Tenant has obtained insurance in the type, amount, and classifications required by the Article and any modifications to these insurance requirements as may be deemed necessary by the Mayor, Risk Management Division, and/or changes in State or County regulations. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice for the City.

**ARTICLE XXII**  
**NON-DISCRIMINATION**

The Tenant agrees that no person shall, on the basis of race, color, national origin, sex, sexual orientation, age, disability or religion, be excluded from the benefits of, or be subjected to discrimination under any activity carried out by the Tenant in the performance of this Agreement or in the use, occupancy, possession, control or operation of the Premises. Tenant shall abide by all Federal and State laws prohibiting such discrimination. It is expressly understood that upon receipt of competent evidence of such discrimination, the City of Hialeah shall have the right to terminate this Agreement.

**ARTICLE XXIII**  
**WRITTEN AGREEMENT**

This Lease contains the entire agreement between the parties hereto. Tenant acknowledges that neither Landlord, nor any agent on Landlord's behalf, has made representations or promises with respect to the Premises or the terms of this Lease Agreement, other than as set forth herein, and that this Agreement represents the entire understanding between the parties. The Lease Agreement may be modified in writing signed by both parties only.

**ARTICLE XXIV**  
**GENERAL PROVISIONS**

- A. All rights and remedies herein created for the benefit of Landlord are cumulative and resort to any particular remedy shall not be construed as an election of remedies on

the part of the Landlord or to exclude or prevent Landlord's resort to any other remedy provided for in this Lease Agreement.

- B. If this Lease Agreement shall contain any term or provision that is deemed invalid or unenforceable by a court of competent jurisdiction, the remainder of the Lease Agreement shall not be affected thereby, and each and every term or provision otherwise valid shall remain valid and enforceable to the fullest extent permitted by law.
- C. The receipt of Landlord of rent with knowledge of the breach of any covenant in this Lease Agreement shall not be deemed a waiver of such breach. Failure to enforce any term or provision in this Lease Agreement shall not be deemed a waiver of Landlord's right to enforce a subsequent breach of the same term or provision.

(THIS SPACE LEFT INTENTIONALLY BLANK.)

IN WITNESS WHEREOF the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year first above written.

**LANDLORD:**

**CITY OF HIALEAH, FLORIDA**

501 Palm Avenue  
P.O. Box 11-0040  
Hialeah, Florida 33011-0040

**ATTEST:**

\_\_\_\_\_  
Marbelys Fatjo, City Clerk

\_\_\_\_\_  
Approved as to legal sufficiency and form:

\_\_\_\_\_  
Lorena Bravo, Acting City Attorney

(OFFICIAL SEAL)

Authorized signature on behalf of the CITY  
OF HIALEAH, FLORIDA

\_\_\_\_\_  
Mayor Carlos Hernández

\_\_\_\_\_  
Date

**WITNESSES:**

Witness

Date

Witness

Date

**TENANT:**

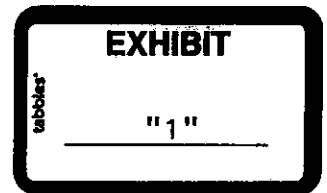
COMMUNITY COALITION, INC.  
300 EAST FIRST AVENUE, SUITE 201  
HIALEAH, FL 33010  
TEL: (305) 854-2882

Authorized signator on behalf of:  
COMMUNITY COALITION, INC.

\_\_\_\_\_  
Ms. Elsa Someillan  
Executive Director

Date

CITY OF HIALEAH  
INSURANCE CHECK LIST



INSURANCE

LIMITS

- 
- |   |   |
|---|---|
| <u>X</u> 1. WORKERS' COMPENSATION AND<br>EMPLOYEE'S LIABILITY   | STATUTORY LIMITS OF THE STATE<br>OF FLORIDA   |
| <u>X</u> 2. COMMERCIAL GENERAL LIABILITY<br>PREMISES OPERATIONS<br>INCLUDED; PRODUCTS AND<br>COMPLETED OPERATIONS INCLUDED;<br>INDEPENDENT CONTRACTORS (O.C.P.)<br>INCLUDED; ELEVATORS INCLUDED;<br>SUPERVISION EXCLUSION DELETED;<br>PERSONAL INJURY LIABILITY INCL.                   | \$1,000,000 SINGLE LIMIT FOR BODILY<br>INJURY AND PROPERTY DAMAGE<br>COMBINED EACH OCCURRENCE |
| <u>X</u> 3. BROAD FORM PROPERTY DAMAGE<br>ENDORSEMENT   |   |
| <u>X</u> 4. CONTRACTUAL INDEMNITY HOLD<br>HARMLESS ENDORSEMENT EXACTLY<br>AS WRITTEN IN "INSURANCE REQUIRE-<br>MENTS" OF SPECIFICATIONS   | \$1,000,000 SINGLE LIMIT FOR BODILY<br>INJURY & PROPERTY DAMAGE<br>COMBINED EACH OCCURRENCE   |
| <u>X</u> 5. AUTOMOBILE LIABILITY OWNED NON-<br>OWNED HIRED AUTOMOBILES<br>INCLUDED  | \$300,000 SINGLE LIMIT FOR BODILY<br>INJURY & PROPERTY DAMAGE<br>COMBINED EACH OCCURRENCE     |
| 6. UMBRELLA LIABILITY   | \$1,000,000 EXCESS OF ALL<br>PRIMARY COVERAGE   |
| 7. GARAGE LIABILITY   | \$1,000,000 SINGLE LIMIT FOR BODILY<br>INJURY AND PROPERTY DAMAGE<br>COMBINED EACH OCCURRENCE |
| 8. GARAGEKEEPER'S LEGAL LIABILITY   | \$100,000 EACH OCCURRENCE   |
| <u>X</u> 9. THE CITY MUST BE NAMED BY ENDORSEMENT AS ADDITIONAL INSURED ON THE<br>INSURANCE POLICY AND THE FOLLOWING MUST ALSO BE STATED ON THE<br>CERTIFICATE. "THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY TO<br>ALL OTHER COVERAGES THE CITY POSSESSES FOR THIS CONTRACT ONLY." |   |
| 10. TEACHERS PROFESSIONAL LIABILITY   | \$1,000,000 EACH CLAIM  |
| 11. LIQUOR LEGAL LIABILITY  | \$1,000,000<br>EACH OCCURRENCE  |
| 12. CROSS LIABILITY OR SEVERABILITY OF INTERESTS CLAUSE ENDORSEMENT   |   |

CITY OF HIALEAH  
INSURANCE CHECK LIST

INSURANCE

LIMITS

- 
13. XCU PROPERTY DAMAGE EXCLUSION DELETED AND THIS COVERAGE WILL PROVIDED
14. BUILDERS RISK FULL CONSTRUCTION COSTS OF THE PROJECT
15. OTHER INSURANCE AS INDICATED BELOW:
- X   16. THIRTY (30) DAYS CANCELLATION NOTICE REQUIRED
- X   17. BEST'S GUIDE RATING A-X OR BETTER OR ITS EQUIVALENT
- X   18. THE CERTIFICATE MUST STATE THE BID NUMBER AND TITLE
19. CYBER LIABILITY \$1,000,000 EACH CLAIM
20. POLLUTION LIABILITY \$1,000,000 EACH CLAIM
21. ERRORS & OMISSIONS PROFESSIONAL LIABILITY \$1,000,000 EACH CLAIM